

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of the	)	
	)	
Federal-State Joint Board on Universal Service	)	CC Docket No. 96-45
	)	
Telecommunications Carriers Eligible for	)	WC Docket No. 09-197
Universal Service Support	)	
	)	
Torch Wireless Petition	)	
for Forbearance from 47 U.S.C. § 214(e)(1)(A)	)	

**COMPLIANCE PLAN OF TORCH WIRELESS**

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**COMPLIANCE PLAN OF TORCH WIRELESS**

**Summary**

Torch Wireless (“Torch” or “Company”), by its attorneys, hereby files this Compliance Plan outlining the measures it will take to implement the conditions imposed by the Federal Communications Commission (“FCC” or “Commission”) in its Order released on February 6, 2012<sup>1</sup> in the above-captioned proceeding in order to be eligible to receive designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. On April 27, 2016 the Commission released its *Lifeline Modernization Order* in which, among other things, it determined that Broadband Internet Access Service (“BIAS”) is a supported service and created a National Verifier System.<sup>2</sup> Torch agrees to comply with the new Commission rules upon their effective date.

In its *Lifeline Reform Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become,

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<sup>1</sup> *In the Matter of Lifeline and Link Up Reform and Modernization; Lifeline and Link Up; Federal-State Joint Board on Universal Service; Advancing Broadband Availability Through Digital Literacy Training*, Report and Order and Further Notice of Proposed Rulemaking (February 6, 2012) (“*Lifeline Reform Order*”).

<sup>2</sup> *In the Matter of Lifeline and Link Up Reform and Modernization; Telecommunications Carriers Eligible for Universal Service Support; Connect America Fund*, Third Report and Order, Further Report and Order, and Order on Reconsideration at ¶126 (Rel. April 27, 2016).

Lifeline-only ETCs, subject to conditions contained in the Order, including that the carrier must: (a) provide its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) provide its Lifeline subscribers with E911-compliant handsets and replace, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) comply with conditions (a) and (b) starting on the effective date of the *Lifeline Reform Order*. Second, a carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in the *Lifeline Reform Order*, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.<sup>3</sup> As described below, Torch's proposed practices and procedures for provisioning Lifeline service and preventing waste, fraud and abuse are compliant with the Commission's applicable Lifeline regulations and orders. Torch respectfully requests expeditious approval of this Compliance Plan so that it may seek designations as an ETC in order to provide quality telecommunications services to eligible low-income customers.

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<sup>3</sup> *Lifeline Reform Order* at ¶¶ 368, 373, 379.



## **I. Introduction**

### **A. Description of Torch**

Torch is jointly owned by Jorge E. Perea and Anatoliy Budnik. The Company is organized under Nevada law and is headquartered in Jacksonville, Florida.<sup>4</sup> Torch has no holding company. The Company was incorporated in Nevada on January 4, 2016. Torch is certified as an Inter-Exchange Carrier (IXC) and a Commercial Radio Mobile Services (CMRS) provider. The Company interconnects with carriers such as Sprint, CenturyLink, and MCI, through multiple carrier agreements to provide transport services. Torch will seek authorization as a Lifeline Broadband Provider when FCC rules become effective.

The Torch network is integrated, with the wireless carrier's network via interconnections and/or local loops. Through this network and interconnections to the wireless carrier, Torch has the capabilities to transport and carry mobile wireless over its network and facilities. Torch maintains switching facilities located at 1100 White Street SW, Atlanta, Georgia. In addition to their current use, the facilities will be used for both Lifeline and non-Lifeline offerings. Torch uses Sprint as its underlying wireless network provider/carrier through a wholesale agreement with 321 Communications, Inc., a Mobile Virtual Network Operator ("MVNO"), to serve its non-Lifeline and Lifeline customers. 321 Communications, Inc. is a Jacksonville, Florida based Sprint MVNO, an inter-exchange carrier, and a competitive local exchange carrier.

As an operating firm with Hispanic/Latino leadership, Torch's key operating model is targeted on communities and markets with English and Spanish speaking consumers, with an emphasis on offering services unique to the needs of bilingual customers. Products that include international texting as well as placing or receiving calls to/from Latin countries, have been

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<sup>4</sup> Torch is registered as Torch Wireless, and where corporate designation is required, as Torch Wireless Corp.

developed and priced to bridge the gap between calling needs locally and to those abroad. Uniquely positioned with bilingual employees for in-language servicing and multi-language materials and resources, Torch will be able to serve a broader customer base within the same footprint, offering competitive rates and plans for all supported markets, while providing both voice and data solutions in alignment with evolving requirements.

Further, in addition to the Spanish speaking, bilingual consumers, Torch's market coverage includes both tribal and underserved, low income communities. The lifeline community is one of the communities Torch will support. Torch's specialization in servicing the bilingual Latino/Hispanic market will be facilitated through language specific (English and Spanish) web presence, advertising and marketing, and available products. Customer service will also be available in both Spanish and English allowing consumers to communicate in the language they feel most comfortable. We will coordinate our outreach efforts with government agencies, community and cultural centers, community leaders, and directly through tribal organizations (where applicable) to help ensure consumers are aware of Torch's offerings, including ensuring the low-income consumers understand the requirements for participation. As an ETC, Torch will comply fully with all conditions set forth in the Lifeline Modernization and Reform Order, as well as with the Commission's current and future Lifeline rules and policies.

**II. Torch will provide Lifeline ETC services pursuant to the conditions contained in the Commission's *Lifeline Reform Order* and *Lifeline Modernization Order*, once effective.**

**A. Torch Commits to Ensure Access to 911 and E911 Services.**

Torch will ensure all of its Lifeline subscribers have access to emergency calling services at the time the Lifeline service is initiated. Such 911 and E911 access will be available from Torch handsets regardless of the status of the subscriber account or the airtime balance

associated with the handset to the extent that these services have been deployed by its underlying carrier, Sprint. Paragraphs 373-75 of the *Lifeline Reform Order* provided further guidance regarding access to 911 and E911 services. Torch further agrees to abide by any state-specific obligations to obtain either a certification from each PSAP where it plans to offer service, or a self-certification, confirming that it provides its subscribers with 911 and E911 access.<sup>5</sup>

### **B. E911-Compliant Handsets**

Torch will deploy state-of-the-art premium 4G wireless handsets with a minimum 3G capability where applicable. All handsets provided to Lifeline service subscribers will be E911-compliant. Torch will use phones from various suppliers that have been through a stringent certification process to ensure that the handset models used meet all 911 and E911 requirements. As a result, any new customer that qualifies for and enrolls in the Lifeline program will receive a 911/E911-compliant handset at no extra charge. Torch will provide all of its Lifeline subscribers with 911 and E911 access from Torch handsets regardless of the status of the subscriber account or the airtime balance associated with the handset.<sup>6</sup> In the event that an existing subscriber has a noncompliant handset, the Company will immediately replace such device with an E911-Compliant handset at no additional charge to the subscriber.

### **C. Certification of Lifeline Customer Eligibility.**

Torch will comply with the uniform eligibility criteria established in Section 54.409 of the Commission's rules and any additional state specific rules in states where the Company becomes designated as an ETC.

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<sup>5</sup> *Lifeline Reform Order* at ¶¶375, 383. Torch will obtain such certifications based on individual state-specific obligations.

<sup>6</sup> See *Lifeline Reform Order* at ¶373.

## 1. Enrollment Procedures

Torch will leverage a multitude of marketing channels including: (1) direct mail (2) telephone (3) radio, and (4) online at [www.torchwireless.com/](http://www.torchwireless.com/). Regardless of the enrollment method, each customer will be required to provide the same information via Torch's standard customer application/certification form discussed below.<sup>7</sup>

Torch will check each applicant against the National Lifeline Accountability Database ("NLAD") to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service.<sup>8</sup> Torch will also use the MVNO Cloud Solution enrollment software.<sup>9</sup> This software will allow Torch to perform several database address and duplicate service checks in real-time during the telephone enrollment process discussed below. The MVNO Cloud Solution program will allow Torch to maintain a review queue for applicant information until receipt and review of the applicant's proof of eligibility has been completed by a Torch quality assurance manager ("QAM"). Customers will be required to submit copies of their government-issued identification and proof of eligibility based on the qualifying program they selected to Torch by regular mail, fax, or electronic mail (scanned version). Upon direct contact with the customer, Torch employees or its representatives must log in to the software so that the customer enrollment is automatically associated with a particular employee or representative. The employee or representative then advances through each section of the application with the Lifeline applicant to provide disclosures, to collect information, and to elicit certifications as detailed below, which must be read and verbally acknowledged by the applicant.

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<sup>7</sup> See Exhibit B.

<sup>8</sup> See 47 CFR 54.404.

<sup>9</sup> Torch understands that in its recent Order the Commission created the National Verifier in order to make eligibility determinations and otherwise reduce the potential for waste, fraud and abuse. *Lifeline Modernization Order* at ¶126. Torch commits to comply with the National Verifier Plan once it is operational.

As indicated above, the applicant information collected is processed through several database checks, including an address verification, a geographic footprint match to the ETC's authorization to provide Lifeline service in the area, an internal duplicate check, and a state database eligibility check (if available). To complete the enrollment, a Torch Compliance Manager will independently review each application and all documentation supporting identity and eligibility within the MVNO Cloud Solution's enrollment application review queue. Further, the MVNO Cloud Solution review queue will allow the QAM to view and confirm the captured image of the government issued ID and the proof of eligibility documentation, assuring that they match the information entered on the enrollment form. Only enrollments that successfully complete this two-step process will be submitted for reimbursement.

Customers who complete the Torch application process will be required to review all mandatory disclosures and review and acknowledge all certifications with a check mark. Once the online application form has been completed, applicants will be required to submit copies of their government-issued identification and proof of eligibility to Torch by regular mail, fax, or electronic mail (scanned version).

The Commission determined in the *Lifeline Reform Order* that ETCs may permit agents or representatives to review documentation of consumer program eligibility for Lifeline because "the Commission has consistently found that "[l]icensees and other Commission regulates are responsible for the acts and omissions of their employees and independent contractors.""<sup>10</sup> Torch is responsible for the actions of all of its employees and representatives, including those enrolling customers in any Torch owned or affiliated retail locations, and a Torch employee will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that

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<sup>10</sup> *Lifeline Reform Order* at ¶110.

customer on an FCC Form 497 for reimbursement, the Company always “deals directly” with its customers to certify and verify the customer’s Lifeline eligibility.

All Torch personnel that conduct Lifeline enrollments are trained regarding the eligibility and certification requirements in the *Lifeline Reform Order*. This training emphasizes the importance of the one-per-household limitation and the need to effectively convey that limit to Lifeline applicants. The training also focuses on review and consideration of proof of eligibility requirements. All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. If unable to determine a prospective subscriber’s eligibility for Lifeline by accessing state or federal income or program eligibility databases, Torch personnel will review applicant provided documentation establishing eligibility pursuant to the Lifeline rules. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using federal and state-specific data bases. Lifeline training will be updated and facilitated as changes in the rules or regulations occur, with refresher training held frequently to ensure adherence and sustain strong practices.

Torch will comply with the uniform eligibility criteria established in section 54.409 of the Commission’s rules, as well as any additional certification and verification requirements for Lifeline eligibility in states where Torch is designated as an ETC. Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines (“FPG”) for a household of that size; or (2) the household’s participation in one of the federal assistance programs listed in sections 54.409(a)(2) or

54.409(a)(3) of the Commission’s rules. In addition, through the certification requirements described below, Torch will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber’s household is subscribed to a Lifeline service. Torch will use the NLAD database and any state databases where applicable. Torch will securely retain copies of documentation demonstrating a prospective subscriber's income-based or program-based eligibility for Lifeline.<sup>11</sup> This documentation will be retained for as long as the subscriber receives Lifeline Program service from the carrier, but no less than three preceding calendar years.<sup>12</sup>

Torch’s application form for its Lifeline offering will clearly identify that it is a “Lifeline” application. Torch personnel will have direct contact with all customers applying for Lifeline service, either in person through its employees or authorized locations, via the company’s website, via the telephone (including facsimile) or mail. Torch will provide Lifeline-specific training to all personnel, whether employees or authorized locations, that interact with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services. Torch will ensure that all required documentation is taken care of properly by using federal and/or state-specific compliance checklists. For states with program-based eligibility criteria, the form will list each of the qualifying programs, and the applicant will be required to identify the program(s) in which they participate. The applicant will also be required to authorize Torch to transmit subscriber information required for the administration of the Lifeline credit program, including to USAC to be used in a Lifeline program database.<sup>13</sup>

Pursuant to the *Lifeline Reform Order* Torch’s certification form will also “explain in plain, easily comprehensible language that: (1) Lifeline is a federal benefit; (2) Lifeline service is

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<sup>11</sup> 47 CFR 54.410.

<sup>12</sup> 47 CFR 54.417(a).

<sup>13</sup> See Section 54.404(b)(9).

available for only one line per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; and (4) a household is not permitted to receive Lifeline benefits from multiple providers”.<sup>14</sup>

Upon enrollment, Torch will inform consumers about the annual re-certification requirement on the certification form.<sup>15</sup> Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements—including a statement to the effect that to the best of his or her knowledge, the applicant is not receiving Lifeline-supported service from any other Lifeline provider. Penalties for perjury will be clearly-stated on the certification form. The certification form will also contain language stating that violation of the one-per-household requirement constitutes a violation of the Commission’s rules and will result in the consumer’s de-enrollment from the program, and could result in criminal prosecution by the United States government.<sup>16</sup>

In accordance with the *Lifeline Reform Order*, Torch will obtain the consumer’s residential address (post office boxes and general delivery mailboxes are not accepted), which the consumer must indicate is his or her permanent address, temporary address, or a multi-household residence, and a billing address for the service (if the consumer’s billing address differs from his or her residential address).<sup>17</sup> A consumer who lacks a permanent residential address must provide a temporary residential service address or other address identifying information that could be used to perform a check for duplicative support. The application form will also clearly state that Lifeline participants must provide their new address to the

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<sup>14</sup> *Lifeline Reform Order* at ¶121.

<sup>15</sup> See *Id.* at ¶145.

<sup>16</sup> *Id.* at ¶121.

<sup>17</sup> *Id.* at ¶85. See also 47 CFR 54.410(d)(3)(iv).



Company within 30 days of moving<sup>18</sup> or they will be de-enrolled from the Lifeline program. Applicants who select “Multi-Household” are required to complete the “Lifeline Household Worksheet” (see Exhibit A) as defined by the Universal Service Administrative Corporation (“USAC”) to demonstrate whether there is a single or multiple households at the address provided. Torch further agrees to comply with all other updated Commission enrollment rules.<sup>19</sup>

Torch’s proposed Lifeline application form (Exhibit B) includes a certification section where the applicant must attest and sign under penalty of perjury that the applicant’s representations are true and correct. Applicants will also be required to certify under penalty of perjury that they only receive one Lifeline-supported service per household. Penalties for perjury will be clearly-stated on the certification form, as required by the Order. Torch will also ensure the customer acknowledgements reflect any state-specific disclosures as required by each state, in addition to the standard disclosures.

## **2. Compliance with National Lifeline Accountability Database (“NLAD”)**

Upon receiving an application for Lifeline support and prior to seeking reimbursement from the Fund, Torch will check the NLAD to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.<sup>20</sup> Additionally, Torch will search its own internal database of active customers to ensure that it does not already provide Lifeline-supported service to someone at that residential address. Torch will input into the NLAD system the subscriber name, address, phone number, the last four digits of the applicant’s Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that

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<sup>18</sup> Id. at ¶¶85, 117.

<sup>19</sup> See *Id.* at ¶60 and Appendix C.

<sup>20</sup> Id. at ¶203. To the extent a state has opted out of the NLAD, Torch will query that state’s duplicates database.

subscriber.<sup>21</sup> Torch will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006, and any applicable state laws.<sup>22</sup> Torch will securely retain subscriber documentation that it reviewed to verify subscriber eligibility, for the purposes of production during audits or investigations or to the extent required by NLAD processes, which require, *inter alia*, verification of eligibility, identity, address, and age.<sup>23</sup> This documentation will be retained for as long as the subscriber receives Lifeline Program service from the carrier, but no less than three preceding calendar years.<sup>24</sup> Torch will obtain written acknowledgement and consent from each of its subscribers in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to the USAC and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.<sup>25</sup>

### **3. Procedures for Submitting for Reimbursement from USAC**

Torch agrees to comply with all certification requirements contained in the *Lifeline Reform Order* and outlined in 47 CFR 54.407 when submitting for reimbursements from USAC.<sup>26</sup> As part of each reimbursement request Torch will certify that it is in compliance with all of the Commission's Lifeline rules, and to the extent required, has obtained valid application/certification and verification for each of its subscribers subject to the request for reimbursement.<sup>27</sup> The Company will comply with the Commission's pending requirement to use

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<sup>21</sup> Id. at ¶189.

<sup>22</sup> *Lifeline Reform Order* at ¶168.

<sup>23</sup> 47 CFR 54.404(b)(11).

<sup>24</sup> 47 CFR 54.417(a).

<sup>25</sup> *Lifeline Reform Order*. at Appendix C.

<sup>26</sup> See, for example, Id. at ¶¶125-28.

<sup>27</sup> Id. at ¶128; 47 USC 54.407(d).

a first day of the month uniform snapshot date to request reimbursement from USAC for the provision of Lifeline support when the revised section 54.407 becomes effective.<sup>28</sup>

Finally, Torch will maintain accurate records as directed by USAC and as required by Section 54.417 of the Commission's rules.

#### **4. Ongoing Verification**

Torch will annually recertify its Lifeline subscribers by querying the appropriate eligibility database(s) or by obtaining a signed certification from the subscriber consistent with the certification requirements described above and Sections 54.410(d) and (f) of the Commission's rules.

In its *Lifeline Modernization Order* the Commission determined that requiring Lifeline Customers' eligibility to be recertified every 12 months, as measured from the subscriber's service initiation date, will result in administrative efficiencies and avoid imposing undue burdens on providers, USAC, or the National Verifier. The Commission further found that when the National Verifier is launched in multiple states, annually recertifying subscribers on a rolling basis, based on the subscriber's service initiation date, will prevent the entity responsible for recertification from processing recertification and potential de-enrollment procedures for all subscribers at the same time. Thus, after the National Verifier has been implemented in a state, the National Verifier's eligibility records for a subscriber will permit the National Verifier to only recertify the subscriber's eligibility every 12 months after the subscriber's first initiation of a Lifeline-discounted service. Torch will comply with the Commission's new rules upon their effective date.

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<sup>28</sup> *Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket Nos. 11-42, 09-197, 10-90, Second Further Notice of Proposed Rulemaking, Order on Reconsideration, Second Report and Order, and Memorandum Opinion and Order, FCC 15-71, ¶ 238-43 (rel. June 22, 2015).

Prior to the implementation of the National Verifier in a state, to prevent the enrollment of ineligible customers, Torch will conduct an initial eligibility determination for every enrolling customer, regardless of whether that customer had previously received Lifeline-discounted service from another provider. Torch will then recertify the customer's eligibility 12 months after the subscriber's service initiation date with Torch.

The *Lifeline Reform Order* described the initial and annual verification procedures at paragraphs 120-148 and in Appendix C. Any customer that is found to not comply with the rules or that fails to respond to the annual recertification process will be de-enrolled.<sup>29</sup> Torch will notify each participating Lifeline consumer prior to the recertification deadline that they must confirm their continued eligibility in accordance with the applicable requirements. Such verifications will be required in order for the consumer to continue to receive free Lifeline service or to purchase prepaid airtime from Torch at the discounted rate only available to those customers who are enrolled in its Lifeline program.

All employees with Torch are involved in the recertification process. The recertification process is initiated by first making direct contact with the subscriber to complete a verbal authorization. This verbal authorization explains the recertification process and asks the subscriber questions about continued eligibility for the Lifeline Program. The employee then instructs the subscriber to send Torch valid proof of government benefits. Once received, documentation for the recertification is reviewed with the same scrutiny with that of a brand new subscriber. Recertification requests are initiated by outbound calls to the subscriber, resulting in either immediate contact or a voice message with a request to call back. Torch also keeps customers aware that annual re-verification is required by regularly reminding customers via posting on [www.torchwireless.com](http://www.torchwireless.com), when customers contact the enrollment center, when

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<sup>29</sup> Id. at ¶122.

customers contact customer service, and via social networks. Torch provides multiple methods for customers to process their annual re-verification, including calling into the IVR, speaking with an enrollment representative, or online at torchwireless.com. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Torch to complete verification. If the customer does not respond by the sixtieth day, a termination letter is sent to the customer. Customers will have 30 days following the date of the termination letter to complete the form, certify under penalty of perjury that no one else in the household receives Lifeline service from another carrier and return the form to Torch by mail. If the subscriber does not respond within 30 days to the mailing and certify their continued eligibility, the subscriber will be removed from the Lifeline program within 5 days.

Torch will submit an annual certification to the USAC, signed by a Company officer under penalty of perjury, that Torch: (1) has policies and procedures in place to review consumer's proof of eligibility documentation and ensure that its Lifeline subscribers are eligible to receive Lifeline services;<sup>30</sup> (2) is in compliance with all federal Lifeline certification procedures;<sup>31</sup> and (3) has obtained a valid application/certification form for each subscriber for whom Torch seeks Lifeline reimbursement.<sup>32</sup> Where ongoing eligibility cannot be determined through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will re-certify the continued eligibility of all of its subscribers by contacting them, either in person, in writing, by phone (e.g., via IVR (Interactive Voice Response) System), by text message, by

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<sup>30</sup> *Id.* at ¶126; 47 USC 54.416(a)(1).

<sup>31</sup> *Lifeline Reform Order* at ¶126; 47 USC 54.54.416(a)(2).

<sup>32</sup> 47 USC 54.416(a)(3).

email, or otherwise through the Internet—to confirm their continued eligibility.<sup>33</sup> In states where a state agency or a third party has implemented a database that carriers may query to re-certify the consumer’s continued eligibility, the Company (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification.<sup>34</sup> The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Torch.

Torch will provide the results of its annual recertifications/verifications to the Commission, the USAC, and to the applicable state public utility commissions.<sup>35</sup> Torch will annually report its Company name, names of its holding company, operating companies and affiliates, and any branding (such as a “d/b/a” or brand designation) as well as relevant universal service identifies for each entity by Study Area Code.<sup>36</sup> Torch will also report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>37</sup> Finally, Torch will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that Torch is able to function in emergency situations.<sup>38</sup>

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<sup>33</sup> See Id.

<sup>34</sup> Id. at ¶131.

<sup>35</sup> Id. at ¶¶132-148; 47 USC 54.416(b).

<sup>36</sup> Lifeline Reform Order at ¶¶296, 390; 47 USC 54.422(a).

<sup>37</sup> Lifeline Reform Order at ¶390; 47 USC 54.422(b)(5).

<sup>38</sup> Lifeline Reform Order at ¶389; 47 USC 54.422(b)(1)-(4).

### III. Additional Measures to Prevent Waste, Fraud, and Abuse

#### A. De-Enrollment Procedures

If Torch has a reasonable basis to believe that a Lifeline subscriber no longer meets the criteria to be considered a qualifying low-income consumer under §54.409, it will notify the subscriber of impending termination of his or her Lifeline service. Notification of impending termination will be sent in writing separate from the subscriber's monthly bill and will be written in clear, easily understood language. Torch will allow a subscriber 30-days following the date of the impending termination letter required to demonstrate continued eligibility. If the subscriber does not respond within 30 days to the mailing and certify their continued eligibility, the subscriber will be removed from the Lifeline program within 5 days. A subscriber making such a demonstration must present proof of continued eligibility to the carrier consistent with applicable annual re-certification requirements, as described in §54.410(f). Torch will terminate any subscriber who fails to demonstrate continued eligibility within the 30-day time period. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within two business days.<sup>39</sup>

Torch further commits to comply with state-specific dispute resolution procedures applicable to Lifeline termination.

**Duplicative support.** Upon notification that a subscriber is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service and therefore that the subscriber should be de-enrolled from participation in that carrier's Lifeline program, Torch will de-enroll the subscriber from

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<sup>39</sup> See *Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket Nos. 11-42, 09-197, 10-90, Second Further Notice of Proposed Rulemaking, Order on Reconsideration, Second Report and Order, and Memorandum Opinion and Order, FCC 15-71, ¶ 150 (rel. June 22, 2015) (proposing to require ETCs to allow subscribers to de-enroll from Lifeline service for any reason within two business days).

participation in its Lifeline program within five business days. Torch will not seek Lifeline reimbursement for any de-enrolled subscriber following the date of that subscriber's de-enrollment.

**Non-usage.** If a Lifeline subscriber fails to use, as “usage” is defined in §54.407(c)(2), for 30 consecutive days a Lifeline service that does not require Torch to assess and collect a monthly fee from its subscribers, Torch will provide the subscriber advanced notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage. If the subscriber uses the Lifeline service with 30 days of such notice, Torch will not terminate the subscriber's Lifeline service. If the subscriber does not use the service within the 30 day period the subscriber will be de-enrolled and Torch will not request further Lifeline reimbursement for the subscriber. Torch agrees to report to the Commission annually the number of subscribers de-enrolled for non-usage.

**Failure to re-certify.** Torch will de-enroll a Lifeline subscriber who does not respond to attempts to obtain re-certification of the subscriber's continued eligibility as required by §54.410(f); who fails to provide the annual one-per-household re-certifications as required by §54.410(f); or who relies on a temporary address and fails to respond to the carrier's address re-certification attempts pursuant to §54.410(g). Prior to de-enrolling a subscriber under this paragraph, Torch will notify the subscriber in writing separate from the subscriber's monthly bill using clear, easily understood language, that failure to respond to the re-certification request within 30 days of the date of the request will trigger de-enrollment. If a subscriber does not respond to the notice of impending de-enrollment, Torch will de-enroll the subscriber from



Lifeline within five business days after the expiration of the subscriber's time to respond to the re-certification efforts.

## **B. Customer Education with Respect to Duplicates**

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Torch will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to the NLAD, Torch will ensure that it provides only one Lifeline benefit per household. Company personnel will explain Lifeline supported services and inform each Lifeline applicant that Lifeline services are offered under multiple names in order to determine whether the potential customer is already benefiting from Lifeline support. Upon receiving a Lifeline Application, Torch will search its internal records to ensure that it does not already provide Lifeline service at the same residential address. If it does, but the potential customer lives at an address with multiple households, Torch will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a space for the applicant to affirmatively denote that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household or share in the household's expenses or benefit from the applicant's income; and (4) a statement containing the penalty for a customer's failure to make the one-per-household certification.

All Torch personnel will undergo comprehensive training to ensure their understanding of the program, (1) what is required of the applicants; (2) what is required of them; and (3) most importantly, the no tolerance policy regarding waste, fraud, and abuse. Supervisory staff actively monitors agents as they work with applicants to ensure their compliance, as well as making themselves available to answer any customers' questions. Ongoing training for supervisors and staff is conducted monthly by management to review existing procedures, find ways to streamline regulatory compliance processes, address new concerns, and train on new policies issued by the Commission. Torch has tailored its internal policies to reflect the goal of eliminating waste, fraud, and abuse. Regulatory and supervisory staff is also required to monitor any new policies issued by the FCC and USAC to ensure immediate adherence and re-training of staff.

### **C. Cooperation with state and federal regulators**

Torch has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Providing state commissions (PUCs), the FCC or USAC upon request with data that will enable that state, the FCC or the USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, Torch agrees to make available state-specific customer data, including name and address, upon request to each state PUC where it operates, the FCC or the USAC for the purpose of permitting the PUC, FCC or the USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;
- Promptly investigate any notification that it receives from a state PUC, the FCC or the USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivate a customer's Lifeline service and no longer report that customer on USAC Form 497 if pursuant to Torch's investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that Torch's Lifeline service should be discontinued

such as a de-enrollment notification pursuant to the FCC’s June 17, 2011 Report and Order (Section III, B.).

- Report annually to the Commission the number of subscribers de-enrolled for non-usage by month.<sup>40</sup>

Torch agrees to annually report the names and identifiers used by Torch, its holding company, operating companies and affiliates.<sup>41</sup> Additionally, Torch agrees to provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline Plans for voice telephony service offered specifically for low income consumers through the program they offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>42</sup>

The *Lifeline Reform Order* contains audit requirements for carriers that draw five (5) million dollars or more from the low income program.<sup>43</sup> To the extent Torch draws \$5 million or more in the aggregate on an annual basis from the low income program, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess Torch’s overall compliance with the program’s requirements.<sup>44</sup> Torch will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.

Torch agrees to comply with the recordkeeping requirements outlined in the *Lifeline Reform Order*. Section 54.417 of the rules requires all ETCs to “maintain records to document compliance with all Commission and state requirements governing the Lifeline and Linkup

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<sup>40</sup> *Id.* at ¶257; 47 USC 54.405(e)(3).

<sup>41</sup> See *Lifeline Reform Order* at ¶390.

<sup>42</sup> *Id.*

<sup>43</sup> *Id.* at ¶294.

<sup>44</sup> *Lifeline Reform Order* at ¶291.

program for the three full preceding calendar years and to provide that documentation to the Commission or Administrator upon request.”<sup>45</sup> Section 54.417 of the rules also require all ETCs to “maintain the documentation required in §§54.410(d) (initial eligibility certification) and 54.410(f) (eligibility recertification) for as long as the subscriber receives Lifeline service from that ETC.”<sup>46</sup> Torch will therefore maintain records pursuant to §§54.410(d) and 54.410(f) on all individual Lifeline accounts that will be stored for as long as the account is active and for a minimum of three years after the account has been terminated.

#### **D. Sample Marketing Materials**

Torch will market its Lifeline plans, containing its own ETC name<sup>47</sup> through various media, including through personal contact, print and internet advertising to promote Lifeline service to low-income subscribers. Torch will incorporate into its Lifeline marketing materials in clear, easily understood language that: (1) the service is a “Lifeline Product”; (2) the service is a government assistance program; (3) the service is non-transferable; (4) only eligible customers may enroll in the program; (5) By law, the lifeline program is only available for one phone per household; and (6) customers are required to provide documents demonstrating proof of eligibility (when a state database is not available); and (7) Torch is the provider of the ETC service. Additionally, the Company’s application and certification forms will state that consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program..<sup>48</sup>

Torch marketing materials will reinforce the Commission’s rules with respect to the prevention of waste, fraud and abuse. To supplement its verification and certification

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<sup>45</sup> 47 CFR 54.417(a).

<sup>46</sup> Id.

<sup>47</sup> *Lifeline Reform Order* at ¶275; 47 C.F.R. §54.405(d).

<sup>48</sup> *Lifeline Reform Order* at ¶275; 47 C.F.R. §54.405(c).

procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Torch has implemented measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

The following attached exhibits are related to Torch's customer marketing. A copy of Torch's Lifeline Application Form is attached as Exhibit B. Exhibit C contains a sample of Torch's marketing material.

#### **IV. Description of Proposed Service Plan Offerings**

Torch will provide voice and data services in the targeted markets, where possible. Retail rate packages and plans offerings will mirror lifeline plans, with a different price point. Further, Torch products included services targeted at Hispanic/Latino retail, low-income, and underserved consumers, such as 'Text LatAM' which provides consumers the ability to text family and friends in Latin America as part of their service plan. Outside of lifeline, Torch also provides long distance wholesale services to telecommunications carriers. Lifeline support is passed to the subscriber via a reduction to the monthly bill. Monthly invoices are generated. Torch plans include wireless mobile and home packages, with additional add-on packages available. A description of the Company's service and rate plans is attached as Exhibit D. A description of the General Terms and Conditions of service is included as Exhibit E.

#### **V. Other Certifications Required by 47 C.F.R. § 54.202**

The *Public Notice*<sup>49</sup> requires carriers to include certifications required under amended 47 C.F.R. § 54.202. Torch certifies that it will comply with the service requirements applicable to

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<sup>49</sup> *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, Public Notice, DA 12-314 (WCB, rel. Feb. 29, 2012) ("*Public Notice*").

the support it receives.<sup>50</sup> Specifically, Torch's Lifeline services will: (i) include voice telephony services that provide voice grade access to the public switched network or its functional equivalent; (ii) provide subscribers with a defined number of minutes of usage for local service at no additional charges; (iii) provide subscribers with access to the emergency services provided by local government or other public safety organizations, such as 911/E911 to the extent the local government in Torch's service area has implemented 911/E911 systems; and (iv) provide toll limitation for qualifying low-income consumers.

**VI. Torch has the Financial and Technical Ability to Provide Lifeline Supported Services.**

Paragraph 388 of the *Lifeline Reform Order* updated the Commission's rules to ensure that Lifeline-only ETCs have the financial and technical ability to offer Lifeline-supported services. Exhibit F contains the biographies of Anatoliy Budnik, the Chief Operating Officer and Jorge E. Perea, the Managing Partner of Torch. Torch is offering non-Lifeline services, including the provision of wireline transport services to telecommunications carriers and CMRS to retail customers. Thus, the Company generates wireline and wireless revenue from non-Lifeline services. Torch has not been subject to enforcement sanctions related to the Low Income Fund or ETC revocation proceedings in any state.

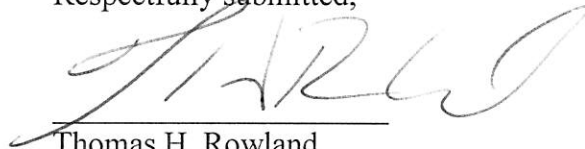
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<sup>50</sup> 47 C.F.R. § 54.202(a)(1).

## VII. Conclusion

Torch respectfully submits that this Compliance Plan fully satisfies the conditions set forth in the *Lifeline Reform Order* and the Commission's Lifeline rules. Accordingly, Torch respectfully requests expeditious approval of this Compliance Plan in order that Torch may seek designation as an ETC in order to provide Lifeline service to eligible low-income subscribers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. H. Rowland', written over a horizontal line.

Thomas H. Rowland  
Kevin D. Rhoda  
Rowland & Moore LLP  
200 West Superior Street  
Suite 400  
Chicago, Illinois 60654

*Counsel to Torch Wireless*

### **List of Exhibits**

Exhibit A	Lifeline Household Worksheet
Exhibit B	Lifeline Application
Exhibit C	Advertising
Exhibit D	Rate Plans
Exhibit E	Terms and Conditions
Exhibit F	Biographies



## Exhibit A

## LIFELINE HOUSEHOLD WORKSHEET

Lifeline Program support is a federal benefit that provides a monthly discount on home phone (i.e., landline phone) or cell phone service. **Only one Lifeline Program-supported service per household** is allowed under Federal law. Answer the questions on the following page to determine if there is more than one household living at your address, and if your household already receives a Lifeline Program benefit.

**Providing false information on this form may result in losing your Lifeline Program-supported service and possible criminal penalties.**

Your household is everyone who lives together at your address and contributes to, or shares in, the income and expenses of the household. Household expenses include food, health care expenses, and the cost of renting or paying a mortgage on your place of residence and utilities. Income includes salary, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, and lottery winnings.

Members of a household are not permitted to receive more than one Lifeline Program-supported service. You are receiving a copy of this form because records indicate that more than one person at this address is receiving a Lifeline Program benefit. Each person at this address who receives a Lifeline Program benefit and has not yet completed and returned a household worksheet will receive a copy of this form, pre-populated with his/her name, address and telephone number.

If you DO NOT share income and expenses with the other adult(s) living at this address who receive Lifeline Program benefits, or there are no other adult(s) living at this address receiving Lifeline Program benefits, you **MUST STILL** sign this form to continue to receive your Lifeline Program benefit. If you fail to do so, you will be de-enrolled from your Lifeline Program benefit.

If you live with another adult(s) who shares income and expenses with you and who has a Lifeline Program benefit on his or her phone service, your household is receiving more than one Lifeline Program benefit. If so, you **MUST** take the following steps: (1) consult with the other adult(s) in your household currently receiving a Lifeline Program benefit and decide who will keep the Lifeline Program benefit for the household; and (2) the person who will keep the Lifeline Program benefit, AND ONLY THAT PERSON will fill out the form IN FULL and return it to his or her telephone service provider within 30 of days of the date of this communication. The telephone number listed on this form will be the number which will retain the Lifeline Program benefit.

**If the PERSON IN YOUR HOUSEHOLD WHO WISHES TO KEEP THE LIFELINE PROGRAM BENEFIT FOR THE ENTIRE HOUSEHOLD HAS ALREADY PROVIDED a household worksheet to their service provider, then NO FURTHER ACTION IS NECESSARY. (The person named below does not need to sign and send this form to their Lifeline provider).**

**After 30 days of the date of this letter, all other subscribers at this address below who have not completed a household worksheet will NO LONGER have a Lifeline Program benefit.**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

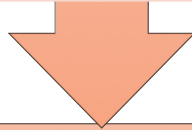
Address \_\_\_\_\_

Street Apt. City State Zip

**1. Does your husband, wife, or domestic partner living at your address have a Lifeline Program-discounted phone service?**

\_\_\_\_\_ **No.** Please answer question 2 below.

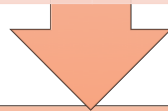
\_\_\_\_\_ **Yes.** If **YOU** are the person who will keep the Lifeline benefit, **check OPTION B at the bottom and sign this Form. If you are not keeping your Lifeline benefit, DO NOT submit this form.**



**2. Does another adult (age 18 or older, or emancipated minor) live with you AND have a Lifeline Program-discounted phone service?**

\_\_\_\_\_ **No.** Please check **OPTION A** below and **SIGN THIS FORM.**

\_\_\_\_\_ **YES.** Please answer question 3 below.



**3. Do you share expenses for bills, food, or other living expenses AND share income with the person in question #2?**

\_\_\_\_\_ **No.** Please check **OPTION C** below and **SIGN THIS FORM.**

\_\_\_\_\_ **Yes.** If **YOU** are the person who will keep the Lifeline Program benefit, **check OPTION B at the bottom and sign this form. If you are not keeping your Lifeline benefit, DO NOT submit this form.**

Please check the box below for the one that applies to you:

OPTION A. [    ] No one in my household, other than myself, is currently receiving a Lifeline Program benefit and therefore I may continue to receive a Lifeline Program benefit.

OPTION B. [    ] There are others in my household that are currently receiving a Lifeline Program benefit; by signing this form, I will be the only member of this household to continue to receive a Lifeline Program benefit.

OPTION C. [    ] There are other adults who reside at the above listed address who receive a Lifeline Program benefit but do not share income and expenses with me, therefore since I am the only member in my household receiving a Lifeline Program benefit, I may continue to receive that benefit.

I certify that the information provided above is true. I understand that violating the one-per-household requirement is against the Federal Communications Commission's rules and I may lose my Lifeline Program benefits, and may be prosecuted by the United States government for violating the rules.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit B

**LIFELINE APPLICATION**☐ Initial Lifeline Enrollment☐ Re-Verification of Lifeline Enrollment**PERSONAL INFORMATION**First Name  Last Name  M.I. Date of Birth  Social Security Number (Last 4 Digits) E-Mail Address Tribal ID # (if applicable) Alternate Contact Phone Number 

***PLEASE READ AND ACKNOWLEDGE YOU AGREE BY INITIALING EACH STATEMENT BELOW, UNDER PENALTY OF PERJURY.***

\_\_\_\_\_ THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT. I ACKNOWLEDGE THAT PROVIDING FALSE OR FRAUDULENT DOCUMENTATION IN ORDER TO DEMONSTRATE ELIGIBILITY FOR LIFELINE PROGRAM IS PUNISHABLE BY FINE OR IMPRISONMENT.

\_\_\_\_\_ I UNDERSTAND THAT LIFELINE PROGRAM IS A FEDERAL GOVERNMENT BENEFIT PROGRAM AND THAT ONLY QUALIFIED PERSONS MAY PARTICIPATE.

\_\_\_\_\_ I UNDERSTAND THAT LIFELINE IS ONLY AVAILABLE FOR ONE PHONE LINE PER HOUSEHOLD, WHETHER LANDLINE OR WIRELESS. OTHER LIFELINE PROVIDERS INCLUDE, BUT ARE NOT LIMITED TO, ASSURANCE WIRELESS, REACHOUT WIRELESS, SAFELINK WIRELESS, AND BUDGET HOME PHONE. TO THE BEST OF MY KNOWLEDGE NO ONE IN MY HOUSEHOLD IS RECEIVING LIFELINE SERVICE. A HOUSEHOLD IS DEFINED, FOR THE PURPOSE OF LIFELINE PROGRAM, AS ANY INDIVIDUALS WHO LIVE AT SAME ADDRESS AND SHARE INCOME AND EXPENSES.

\_\_\_\_\_ I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND NOT CURRENTLY RECEIVING LIFELINE TELEPHONE SERVICE FROM ANY OTHER LANDLINE OR WIRELESS TELEPHONE COMPANY. I WILL ONLY RECEIVE LIFELINE FROM TORCH WIRELESS AND NO OTHER LANDLINE OR WIRELESS TELEPHONE COMPANY. ANY VIOLATION OF THE ONE PHONE LINE PER HOUSEHOLD LIMITATION WILL RESULT IN DE-ENROLLMENT FROM THE LIFELINE PROGRAM AND MAY BE PUNISHED BY FINE OR IMPRISONMENT.

- \_\_\_\_\_ I WILL NOT TRANSFER MY SERVICE TO ANY OTHER INDIVIDUAL, INCLUDING ANOTHER ELIGIBLE LOW-INCOME CONSUMER.
- \_\_\_\_\_ I AUTHORIZE TORCH WIRELESS TO ACCESS ANY RECORDS REQUIRED TO VERIFY MY ELIGIBILITY FOR LIFELINE SERVICE. I ALSO AUTHORIZE TORCH WIRELESS TO RELEASE ANY OF MY RECORDS REQUIRED FOR THE ADMINISTRATION OF THE LIFELINE PROGRAM.
- \_\_\_\_\_ I UNDERSTAND THAT I WILL BE REQUIRED TO VERIFY MY CONTINUED ELIGIBILITY FOR TORCH WIRELESS LIFELINE SERVICE AT LEAST ANNUALLY, AND THAT I MAY BE REQUIRED TO VERIFY MY CONTINUED ELIGIBILITY AT ANYTIME, AND THAT FAILURE TO DO SO WILL RESULT IN TERMINATION OF THE LIFELINE BENEFITS. I WILL NOTIFY TORCH WIRELESS IMMEDIATELY IF I NO LONGER QUALIFY FOR LIFELINE, OR IF I HAVE A QUESTION AS TO WHETHER I WOULD STILL QUALIFY.
- \_\_\_\_\_ I WILL NOTIFY TORCH WIRELESS WITHIN 30 DAYS IF MY HOME ADDRESS CHANGES. I UNDERSTAND FAILURE TO DO SUCH NOTIFICATION MAY RESULT IN DE-ENROLLMENT FROM THE PROGRAM.
- \_\_\_\_\_ (TRIBAL ONLY) I CERTIFY THAT I RESIDE ON FEDERALLY RECOGNIZED TRIBAL LAND.
- \_\_\_\_\_ I AUTHORIZE TORCH WIRELESS TO CONTACT ME BY INTERACTIVE VOICE RESPONSE (IVR), OR OTHER MEANS, TO NOTIFY ME, COMPLETE ANNUAL LIFELINE RE-VERIFICATION, AND FOR TORCH WIRELESS 30 DAY NON-USAGE REMINDER.
- \_\_\_\_\_ I UNDERSTAND THAT THE COMPLETION OF THIS APPLICATION DOES NOT CONSTITUTE IMMEDIATE APPROVAL OF LIFELINE SERVICES.

## ELIGIBILITY

First Name

Last Name

M.I.

If a dependent residing in your household is receiving benefits, please check all that applies and present with proof of program qualification:

- ☐ Medicaid
- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Supplemental Security Income (SSI)
- ☐ Federal Public Housing Assistance (FPHA) (Section 8)
- ☐ (TRIBAL ONLY) Bureau of Indian Affairs (BIA) General Assistance
- ☐ (TRIBAL ONLY) Tribally-Administered Temporary Assistance to Needy Families (TANF)
- ☐ (TRIBAL ONLY) Head Start
- ☐ (TRIBAL ONLY) Food Distribution Program on Indian Reservations (FDPIR)
- ☐ State Assistance Programs

## INCOME QUALIFICATION

Person(s) who's household income is at or below 135% of the national poverty level qualify for lifeline credit.

How many people are in your household?

Based on your stated household size, 2016 Federal Poverty Guidelines (excludes Alaska and Hawaii), state your household income must be at or below the following:

Household	Max Income
1	\$11,880
2	\$16,020
3	\$20,160
4	\$24,300

Household	Max Income
5	\$28,440
6	\$32,580
7	\$36,730
8	\$40,890

If more than 8, add \$4,160 for each additional person.

To qualify based on your income, you must provide copies of one or more of the documents listed below. If you provide documentation that does not cover a full year (such as a current pay stubs), you must submit three consecutive months of the same type of document within the previous 12-month period.

- \_\_\_\_\_ Current income statement from an employer
- \_\_\_\_\_ Prior year's state, federal or Tribal tax return
- \_\_\_\_\_ Social Security statement of benefits
- \_\_\_\_\_ Veterans Administration statement of benefits
- \_\_\_\_\_ Retirement/Pension statement of benefits
- \_\_\_\_\_ Unemployment or Workers Compensation statement of benefits
- \_\_\_\_\_ Federal or Tribal notice letter of participation in General Assistance
- \_\_\_\_\_ Divorce decree
- \_\_\_\_\_ Child support award
- \_\_\_\_\_ Other official document containing income information



## ADDRESS INFORMATION

**NOTE:** Residential Address must be a physical address (no PO Box).

Address is: ☐ Permanent ☐ Temporary

I share an address with persons at least 18 years of age: ☐ Yes ☐ No

If response is **Yes**, do you confirm that this person(s) is part of a separate household (does not share or contribute to my household income or expenses).

☐ Yes ☐ No

**NOTE:** If someone else currently receives a lifeline supported service at your address, you will be required to complete the **Lifeline Household Worksheet** to your eligibility to receive lifeline support.

Name of Apartment Complex/Multi-Resident Facility	<input type="text"/>		
Physical Street Address	<input type="text"/>		
Unit/Apartment/Multi-Facility Room/Bed Number	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
Zip Code	<input type="text"/>		

Billing Address same as Residential Address? ☐ Yes ☐ No

Name of Apartment Complex/Multi-Resident Facility	<input type="text"/>		
Physical Street Address	<input type="text"/>		
Unit/Apartment/Multi-Facility Room/Bed Number	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
Zip Code	<input type="text"/>		

**PENALTY OF PERJURY: UNDER TITLE 18 U.S.C. 1621, WHOMEVER WILL STATE AS TRUE ANY MATERIAL MATTER WHICH HE OR SHE DOES NOT BELIEVE TO BE TRUE IN A STATEMENT UNDER PENALTY OF PERJURY, IS GUILTY OF PERJURY AND SHALL, EXCEPT OTHERWISE EXPRESSLY PROVIDED BY LAW, BE FINES OR IMPRISONED NOT MORE THAN FIVE YEARS, OR BOTH. BY LAW THE LIFELINE PROGRAM IS ONLY AVAILABLE FOR ONE PERSON PER HOUSEHOLD, WHETHER LANDLINE OR WIRELESS, NO EXCEPTIONS.**

Signature

Date

## Exhibit C



# TORCH WIRELESS

Eligible customers can receive a:

## FREE SMARTPHONE AND CELL PHONE SERVICE

Additional plans, including **texting and calling to Latin America**, available.

CONTACT US TODAY!

1-877-99-TORCH

[www.torchwireless.com](http://www.torchwireless.com)

Place Address Sticker Here

### Lifeline Program Guidelines

Participation in the Lifeline program is available to eligible low-income consumers with proper proof of eligibility. Participation is limited to one person per household.

If you participate in one of the listed assistance programs, you may be eligible for discounted or free cell phone and service:

#### Programs Include:

- Medicaid
- Supplemental Nutrition Assistance Program (Food Stamps or SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Bureau of Indian Affairs General Assistance
- Tribally-Administered Temporary Assistance for Needy Families (TTANF)
- Food Distribution Program on Indian Reservations (FDPIR)
- Head Start (if income eligibility criteria are met)
- State assistance programs (if applicable)

Certain plans available with eligible participation in the government's Lifeline program. Certain plans only available in certain areas. One text message is equal to one minute of usage. Plan details and prices are subject to change. If you participate in any of the listed government assistance programs or if you qualify via specific income based criteria and you are not already receiving a Lifeline discount on a telephone service, you may be eligible for the Lifeline discount. Lifeline is a government program that provides discounts on monthly telephone service for low-income consumers. Call for all the programs that qualify. Services changes do not include taxes and fees. Please call to check coverage and rates in your area.



# TORCH WIRELESS

Los clientes que califiquen pueden recibir un:

## TELÉFONO INTELIGENTE Y PLAN DE SERVICIO GRATUITO

Planes adicionales disponibles, incluyendo servicios de texto o llamadas a Latinoamérica.

¡LLÁMENOS HOY!

1-877-99-TORCH

[www.torchwireless.com](http://www.torchwireless.com)

### Reglas del Programa Lifeline

La participación en el programa Lifeline está disponible para los consumidores de bajos ingresos que califican y presentan pruebas requeridas. La participación está limitada a una persona por hogar.

Si usted participa en uno de los programas enumerados a mano derecha, o si cumple con los requisitos de ingresos, es posible que califique para recibir un teléfono celular y plan de servicio a un precio descontado o incluso gratuito.

#### Programs incluyen:

- Medicaid
- Programa Suplementario de Asistencia Nutricional (Estampillas o SNAP)
- Seguridad de Ingreso Suplementario (SSI)
- Programa de la Sección 8 de Vales para el Alquiler de Viviendas (Sección 8)
- Asistencia General de la Oficina de Asuntos de Nativos Americanos (BIA)
- Asistencia Temporal a Familias Necesitadas de las Tribus (TTANF)
- Programa de Distribución de Alimentos en Reservas Indígenas
- Programa Head Start (si cumple con los requisitos de ingresos)
- Programas Estatales

Ciertos planes disponibles con la participación elegible en el programa Lifeline del gobierno. Algunos de los planes de servicio móvil solo se encuentran en ciertas áreas. Un mensaje de texto es igual que a un minuto de uso. Detalles sobre los planes de servicio móvil y dichos precios están sujetos a cambios. Si usted actualmente participa en cualquiera de los programas gubernamentales previamente enumerados, o si basado en criterio específico usado para determinar un nivel de ingreso bajo se determina que usted califica para un descuento Lifeline para un servicio telefónico, pero que aún no está recibiendo dicho descuento, es posible que pueda calificar para el descuento Lifeline. Lifeline es un programa gubernamental que provee descuentos mensuales para servicio telefónico para consumidores de bajos ingresos. Llame para confirmar los programas que califican. El cobro por servicio no incluye cargos e impuestos. Llame para conocer cuáles programas califican en su área.

## Exhibit D

## Torch Wireless – Service and Rate Plans

Torch Wireless plans include mobile and fixed packages<sup>1</sup>, with additional add-on packages available. Packages pricing, features, and any associated fees are listed, where applicable.

### Service Features:

1. Lifeline support s passed to the subscriber via a reduction to the monthly bill.
  - a. Reduction of \$9.25 for Lifeline, Non-Tribal plans
  - b. Reduction of \$34.25 for Lifeline Tribal plans
2. Minutes are considered anytime minutes and are on a per month.
3. One text message is equivalent to one minute of usage.
4. Unused minutes will expire at the end of each calendar month.
5. State and local sales taxes will apply.
6. Any additional fees, taxes, or surcharges imposed by regulatory/government entities will apply.

Unless indicated, the following are included with each package, at no charge:

- Free company selected Smartphone handset
- Free Nationwide Long Distance
- Free Caller ID
- Free Call Waiting
- Free Call Forwarding
- Free 3-Way Calling
- Free Voicemail
- Free calls to 911 Emergency Services
- Free calls to customer service
- Free balance inquiries

<sup>1</sup>Fixed packages do not include a free company selected smartphone handset within plan.

<sup>2</sup>Not available in all markets.

<sup>3</sup>Limited to voice/text minutes available

## Mobile Packages

### Retail Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Data Connect	-	500 MB	\$9.25
Bronze	500 MINS.	-	\$9.25
Silver	500 MINS.	500 MB	\$24.25
Gold	1000 MINS.	500 MB	\$36.25
Platinum	1000 MINS.	1.0 GB	\$49.25
Olympic <sup>2</sup>	Unlimited	1.0 GB	\$55.25

### Lifeline Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Data Connect	-	500 MB	\$0.00
Bronze	500 MINS.	-	\$0.00
Silver	500 MINS.	500 MB	\$14.99
Gold	1000 MINS.	500 MB	\$26.99
Platinum	1000 MINS.	1.0 GB	\$39.99
Olympic <sup>2</sup>	Unlimited	1.0 GB	\$45.99

### Lifeline Tribal Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Data Connect	-	1.0 GB	\$0.00
Bronze	1000 MINS.	500 MB	\$0.00
Silver	1000 MINS.	1.0 GB	\$9.99
Gold	1500 MINS.	500 MB	\$19.99
Platinum	2000 MINS.	1.0 GB	\$29.99
Olympic <sup>2</sup>	Unlimited	1.0 GB	\$39.99

### Add-On – All Plans

#### Additional Voice/Text Minutes

VT50	50 Min.	\$2.50
VT100	100 Min.	\$4.99
VT250	250 Min.	\$9.99
VT500	500 Min.	\$12.99

#### Additional Data

Data250	250 MB	\$5.99
Data500	500 MB	\$9.99
Data1000	1.0 GB	\$16.99

#### International<sup>3</sup>

Text LatAM	\$0.00	Text any Latin American country, from within the U.S.
Local LatAM	\$9.99	Call to/from any Latin American country

<sup>1</sup>Fixed packages do not include a free company selected smartphone handset.

<sup>2</sup>Not available in all markets.

<sup>3</sup>Limited to voice/text minutes available within plan.

## Home Packages

### Retail Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Connected Home	1000 MINS.	3.0 GB	\$99.25

### Lifeline Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Connected Home	1000 MINS.	3.0 GB	\$89.99

### Lifeline Tribal Plans

Plan Name	Included Services		Price
	Voice/Text	Data	
Connected Home	1000 MINS.	3.0 GB	\$65.00

<sup>1</sup>Fixed packages do not include a free company selected smartphone handset.

<sup>2</sup>Not available in all markets.

<sup>3</sup>Limited to voice/text minutes available within plan.

## Exhibit E



## General Terms and Conditions

### Introduction

Torch Wireless is a telecommunications carrier providing wholesale and wireless services, including Lifeline Program benefits and plans.

### Service Agreement

Please carefully review the following terms and conditions. They contain important information about your legal rights and handling of any disputes. Along with any applicable policies, Service requirements, rates and plans, applications, or applicable tariffs, they are part of your Service agreement (“agreement”) with Torch Wireless, constituting a legal binding contract between the Service provider (referred to as “Torch Wireless”, “provider”, “us”, “our”, or “we”) and the end user (referred to as “you”, “your”, “subscriber”, “customer” or “user”) for use of the Services, features, and Devices provided by Torch Wireless.

Further, note this agreement requires the use of individual arbitration rather than jury trials or class actions to resolve disputes. Arbitration is more informal and an alternative to court action (litigation).

Torch Wireless reserves the right to change or modify these terms and conditions at any time. Changes will become effective and binding once posted on the Torch Wireless website at [www.torchwireless.com](http://www.torchwireless.com). In the event a change materially affects you or your Service, we will provide advance notice of the change. We recommend you check the website regularly for updates and/or changes.

You acknowledge and agree to these terms and conditions upon opening an provided packages or materials, enrolling in a Torch Wireless Service, or activating or attempting to activate a Device associated with the Service. Further, by acceptance of this agreement, you acknowledge and agree you have the legal capacity to accept to these terms and conditions.

### Definitions/Terms

- (1) Devices are defined as any broadband Device or other Device, including any phone or accessory, we provide or sell to you, for the purpose of activating and using on your account with us.
- (2) Service is defined as our toll-free, fixed, or wireless Services, plans, rates, offers, billing Services, applications, products, Devices, or programs under a Service plan or on your account with us.
- (3) Third-Party refers to any provider or manufacturer offering Devices, Services, applications, programs, or products not from Torch Wireless. Additional terms or conditions originating from a third-party may apply and are directly between you and the third party. Torch Wireless is not responsible for items or Services originating from a third-party.
- (4) Lifeline refers to The Lifeline Program, a federal program that provides a monthly discount on landline or wireless phone Service to eligible low-income households.

### Use of Service

It is prohibited to use our Services in a manner that is unlawful, harmful, disruptive, interrupts or degrades the Torch Wireless network or systems, and/or otherwise interferes with another customer's use of our Service.

Torch Wireless reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend Service if any customer engages in any of the prohibited uses.

### Suspension or Termination of Service

Subscribers may terminate Service, upon notice to Torch Wireless. Subscribers agree that all outstanding balances, including any early termination fees, will remain due.

Torch Wireless may provide notice to terminate or suspend Service, but you acknowledge we are not required, and instead can suspend or terminate any Service at any time for any reason. This includes, as examples, (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications or (h) if we believe the action protects our interests, any customer's interest, or our networks.

### Service Coverage

Torch Wireless Service is subject to availability in which you wish to use your Device. Actual Service coverage and speeds may vary and can depend on circumstances beyond our control, including network limitation, network congestion, signal strength, weather, geography, topography, as well as the Device being used or third-party Services/sites being accessed. Torch Wireless does not guarantee, or warrant, that the Service will be available at any specific time or geographical location, or that the Service will be provided without interruption.

### Assigned Phone Number

Specific Torch Wireless Services may require us to assign a phone number to you, for use with Torch Wireless. Subscribers must accept the number assigned and agree that it is and will remain the property of Torch Wireless. In the event your Service is terminated, we reserve the right to reassign that number to another customer, without notice.

If desired, Subscribers that have current phone numbers that are eligible for transfer ("porting") may request to keep this number as part of the initial setup discussion. We will request the transfer as part of your setup, but cannot guarantee the number transfer to us will be successful. If successful, note that when you switch from another wireless carrier, you may have to pay a termination penalty to your former carrier if you terminate your contract early. Torch Wireless will not reimburse you for any termination fees imposed by other carriers.

### Resale

Fixed and wireless consumer Services and Devices, specifically if active for Lifeline, may not be resold.

### Lost or Stolen Equipment

All Devices and Services associated to your account, including expenses associated with them, are considered active and valid unless otherwise suspended or terminated. In the event of a lost or stolen Device, you are responsible for all charges incurred until Torch Wireless has been notified by [contacting us](#) directly. Upon notice, Torch Wireless will suspend the account immediately.

Subscribers will have the option to reactive within 30 days of the date of suspension with another Device, or with the original Device if found. In the event reactivation does not occur within 30 days, Torch Wireless may terminate the account and any associated phone numbers may be reassigned as necessary.

### Refunds and Return Policy

Unused minutes and/or data for Service plans, including add-on packages are not eligible for refunds. This includes Services suspended or terminated by the subscriber or provider in accordance with the [suspension or termination of Service](#) terms. If your Service is terminated for any reason and you have a positive balance in your Service account, you will not be entitled to receive any refund.

For a refund or replacement of a purchased or free of charge Device, subscribers have 21-days from the date the Device shipped to return the Device in the same condition it was received, with its original packaging and contents. Devices returned with missing items or in a damaged condition, will not be returned and will void this policy.

Prior to performing a return, subscriber must [contact Torch Wireless](#) to request a return authorization approval and additional instructions for the return.

### Sold or Provided Device(s)

We don't manufacture any Device we might sell or otherwise provide for use with our Services and as such are not responsible for any defects, acts, or omissions of the manufacturer.

The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications and may impact access to all of our Services. This Device sold or provided is to be used exclusively with our Service and in other coverage areas that we may make available to you.

All handset models provided are selected at the sole discretion of Torch Wireless.

### Service Plans, Pricing, and Features

Service plans, including descriptions and pricing, may vary by state and are available for review from [www.torchwireless.com/services](http://www.torchwireless.com/services).

Plans and pricing may be subject to change with updates provided directly to the website. Specific plans and prices may require qualification for eligibility.

Each plan includes free Nationwide Long Distance, free Caller ID, free Call Waiting, free Call Forwarding, free 3-Way Calling, free Voicemail, free calls to 911 Emergency Services, free calls to customer service, free balance inquiries, and for Lifeline eligible customers, a free company selected Smartphone handset.

### Voice and Text Messaging Rates

Voice calls and text messages are calculated and billed monthly, in minutes, with call times rounded up to the next minute. They are considered anytime minutes with no rollover. If used as a text message, one text is equivalent to one minute of usage. Calls or text messages made to Torch Wireless do not count against the service plan total package minutes.

- a. Unused minutes will expire at the end of each calendar month.
- b. State and local sales taxes will apply.
- c. Any additional fees, taxes, or surcharges imposed by regulatory/government entities will apply.

Each plan carries a pre-determined limit for the month. If subscribers have used all of their monthly allotment of minutes, add-on packages can be purchased to continue to send and receive calls or messages, until the next monthly cycle.

### Data Service Rates

Data usage is calculated and billed monthly, in megabytes (MB) either downloaded or uploaded, through the course of internet usage. Each plan carries a pre-determined limit for the month. If subscribers have used all of their monthly data allotment, add-on packages can be purchased to continue to use data until the next monthly cycle.

### Disputes

If you believe in good faith that your account has been improperly charged and wish to dispute any portion of your invoice, you must [contact us](#) within 60 days after the charge appears on your account. If you do not notify us within this 60-day period, you waive any right to dispute the charge, including in arbitration or a court proceeding. We will review your claim to determine if any error has been made, and credit your account accordingly. If dispute has not be resolved by good faith efforts of parties, resolution shall be settled only by binding arbitration, which may be initiated by either party, and conducted in accordance with this Agreement. See [Dispute Resolution](#) for more details.

### Taxes and Assessed Fees

You are responsible for and agree to pay all taxes and fees, including but not limited to federal, state, local, or foreign taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. Taxes, surcharges, and other fees may change from time to time without advance notice.

### Privacy Policy

By agreeing to terms and conditions of this Agreement, you also agree to the terms of the Torch Wireless Privacy Policy ("Privacy Policy"). It contains important information regarding the data we collect about you, how we use this data and with whom we share that data, as well as provides your options regarding how we use your information. Torch Wireless may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information.

As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such information collected from you will be handled in accordance with the Federal Communications Commission regulations and the Torch Wireless Privacy Policy. Under federal law, you have the right and the Company has the duty to protect the confidentiality of your information.

### Disclaimer of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD-PARTIES.

### Limited Liability

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

### Indemnification

Subscriber agrees that neither Torch Wireless nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is

blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Torch Wireless storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to back-up your information stored on each.

### Dispute Resolution

In addition to the terms outlined in the [Disputes](#) provision of this agreement, you agree to [contact Torch Wireless](#) directly with any disputes. You agree to provide a description of the dispute, any supporting documentation and relevant information, as well as the requested dispute resolution. Torch Wireless will contact you at your contact information on file to discuss and seek to resolve the dispute in good faith. Until such resolution is reached, you agree to continue to perform in accordance with the terms of use outlined for Service with Torch Wireless, including ensuring balances owed are paid as agreed upon.

In the event a resolution is not reached within 30 days from the date of notice, either party may commence a binding arbitration proceeding in accordance with the Arbitration provision of this agreement.

### Arbitration

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there is no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) "Disputes" are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.
- (2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to

resolve the dispute, relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the “Providing Notice To Each Other Under The Agreement” section and notice to us will be sent to: Torch Wireless, 4320 Deerwood Lake Parkway, Suite 101-158, Jacksonville, FL 32246. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we each cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

- (3) The FAA applies to this Agreement and arbitration provision. We each agree that the FAA’s provisions—not state law—govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service.
- (5) The arbitration will be governed and conducted by (a) a neutral third-party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this “Arbitration” provision conflicts with JAMS’s minimum standards for procedural fairness, the JAMS’s rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class wide or consolidated basis.
- (6) We each agree that we will only pursue arbitration on an individual basis and will not pursue arbitration on a class-wide or consolidated basis. We each agree not to pursue arbitration on a class wide basis. We each agree that any arbitration will be solely between you and Torch Wireless (not brought on behalf of or together with another individual’s claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn’t apply and the dispute must be brought in court.
- (7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

### Jury or Class Actions

To the extent allowable by law, you expressly agree and waive any right to pursue claims or disputes against Torch Wireless on a class action lawsuit or assert a claim in a representative capacity in any lawsuit, arbitration, or other proceeding. Further, you expressly agree and waive any right to a trial by jury in any lawsuit, arbitration, or other proceeding.

### Agreement Survival and Severability

This agreement, including any policies, schedules, attachments, exhibits, or other documents it incorporates serves as the entire agreement between us and supersedes any prior written or oral agreements, including statements made by sales or service representatives. If any part of this agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement.

The rights, obligations, and commitments under this Agreement that by their nature, would logically continue beyond the termination of Services, including but not limited to dispute resolution, billing, limitation of liability, and arbitration, shall survive termination of the Services.

### Intellectual Property

All contents, including marketing, images, logos, and brand marks are license to or property of Torch Wireless. You agree not to infringe, misappropriate, or otherwise violate the rights.

### Lifeline Program

The Lifeline Program is a federal program that provides a monthly discount on landline or wireless phone Service to eligible low-income households. It is supported by the federal Universal Service Fund and is administered by the Universal Service Administration Company.

In addition to the General Terms and Conditions in this agreement, the Lifeline Program Terms and Conditions outlined below also apply.



## Lifeline Program Terms and Conditions

### Eligibility and Qualification

Eligibility varies by state. In order to qualify, a customer must reside in the areas in which Torch Wireless has been designated an Eligible Telecommunications Carrier (ETC) and the principle address must be within the company's service area. Subscribers must meet eligibility requirements set by each state where the Torch Wireless Lifeline plans are offered. These requirements are based on (a) an individual's participation in state or federal support program(s) or by (b) meeting certain income requirements based upon the Federal Poverty Guidelines as defined by the US Government. Proof of program participation such as a program identification card or other social service agency document that shows you currently participate in a qualifying federal or state program is required.

A Lifeline discount is available for only one telephone connection per Household. Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses ("Household"). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in the applicant being unenrolled from the program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

Through the process of completing the Torch Wireless Lifeline Application form, consent will be requested and required to provide required documentation, including proof of government program participation and/or financial information, to Torch Wireless for the verification of eligibility and administration of the Lifeline Services.

Your account will remain active as long as you meet the applicable eligibility standards. You are responsible for notifying Torch Wireless if you no longer meet the applicable eligibility standards. Additionally, you will be required to confirm your eligibility status as necessary and recertify, at least annually to remain eligible.

Lifeline plan benefits are non-transferable and may not be transferred to any other person.

### Lifeline Program Consent

Applicants for Torch Wireless Lifeline plans must complete an application form, providing supporting documentation to validate eligibility requirements and certify, under penalty of perjury, that:

- (1) Information provided within the application is true and correct.
- (2) Applicant acknowledges that providing false or fraudulent documentation in order to demonstrate eligibility for lifeline program is punishable by fine or imprisonment.
- (3) It is understood that Lifeline program is a federal government benefit program and that only qualified persons may participate.

- (4) It is understood that Lifeline is only available for one phone line per household, whether landline or wireless and no one in the same household is receiving lifeline service.
- (5) Applicant is at least 18 years of age and not currently receiving lifeline telephone service from any other landline or wireless telephone company.
- (6) Applicant acknowledges service is non-transferrable and will not transfer service to any other individual, including another eligible low-income consumer.
- (7) Applicant authorizes Torch Wireless to access any records required to verify eligibility and to release any of records required for the administration of the lifeline program.
- (8) It is understood that it will be required to verify continued eligibility for Torch Wireless lifeline service at least annually, and it may be requested at any time. Failure to do so will result in termination of the lifeline benefits.
- (9) Applicant will notify Torch Wireless immediately if they no longer qualify for lifeline, or if they question as to whether they still qualify.
- (10) Applicant will notify Torch Wireless immediately upon a change in home address changes.
- (11) If Applicant is seeking to qualify as an eligible resident of Tribal lands, that applicant resides on federally recognized Tribal land.
- (12) Applicant authorizes Torch Wireless to be able to contact the subscriber by automated service or other means, for notifications, including but not limited to annual lifeline re-verification or non-usage reminders.
- (13) It is understood that completion of the application does not constitute immediate approval of lifeline services.

### Lifeline Service Plans, Pricing, and Features

Lifeline Service plans, including descriptions and pricing, vary by state and are available for review from [www.torchwireless.com/plans](http://www.torchwireless.com/plans).

Plans and pricing may be subject to change with updates provided directly to the website. Subscribers of the lifeline program are eligible to receive discounted service in the form of a reduction to their monthly bill as follows:

- Reduction of \$9.25 for Lifeline, Non-Tribal plans
- Reduction of \$34.25 for Lifeline Tribal plans

Posted pricing for Lifeline plans reflects the reduced cost.

Each plan includes free Nationwide Long Distance, free Caller ID, free Call Waiting, free Call Forwarding, free 3-Way Calling, free Voicemail, free calls to 911 Emergency Services, free calls to customer service, free balance inquiries, and a free company selected Smartphone handset.

### Account Usage Requirements

Lifeline subscribers must maintain activity on their Service. If a subscriber does not make or place a call or respond to direct contact from Torch Wireless at least once in any 30-day period, Services may be terminated and the subscriber will be unenrolled from the Lifeline program. Torch will provide advanced notice to help inform the subscriber of the non-usage and the risk of termination.

This applies only to subscribers enrolled in lifeline Service Plans.

## Exhibit F

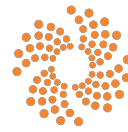
## Anatoliy Budnik | Chief Operating Officer

Jacksonville, FL

Anatoliy Budnik is the Chief Operating Officer for Torch Wireless, with overall responsibility for oversight and execution of the corporation's operations.

Having previously established and operated an automotive collision repair and customization business since 2001, Anatoliy Budnik founded Breitling Autoworks in 2008, where he served as president since its formation. At Breitling, Mr. Budnik was responsible for the operational and strategic direction, including product development of company operations in the United States. Breitling Autoworks provides custom modifications and work for exotic, and luxury vehicles, specializing in makes such as Lamborghini, Ferrari, and Bentley, as well as collision repair for consumers, vehicle manufactures, and distribution centers. In addition to his experience at Breitling Autoworks, Mr. Budnik was instrumental in funding and establishing the foundation for a successful home remodeling and new construction firm in 2003.

Through established relationships in the community, Mr. Budnik has had the opportunity to engage in events focused on underprivileged families and children in low income communities, leading him to establish an ETC investment program in 2015. This program focuses on providing funds to ETC companies seeking capital for the acquisition of handsets for the underserved lifeline market. After understanding the value and opportunity to improve the how families stay connected within the lifeline community, Mr. Budnik co-founded Torch Wireless in 2016.



### Jorge E. Perea | Managing Partner

Jacksonville, FL

Jorge E. Perea is the Managing Partner for Torch Wireless, with overall responsibility of the corporate direction and strategy.

With over 20 years of experience in senior corporate and multiple small business roles, Mr. Perea has been responsible for the successful execution of strategic decisions of new businesses and products, with strong expertise in operations management, regulatory adherence, performance management, and communications. He has served as a Management Executive for a fortune 50 financial institution, as a Director for a CLEC and IXC certified in 12 states, and as an owner/founder of a web-based dining experience review business.

Within the telecommunications industry, Mr. Perea was responsible for identifying new opportunities and achieving sales and revenue targets for network performance and customer experience solutions, as well as accountable for the development of comprehensive and achievable market plans. His focus on growing revenue was driven through increased reach and penetration within client organizations along with the sale of new and incremental telecom products and services.

As a first generation Colombian-American, and a leader who saw the direct impact on communities and families affected when income is challenged, Mr. Perea sought an opportunity to help support and enable communities in need of basic services. Noting the importance of family and staying connected, in 2016 he co-founded Torch Wireless as an opportunity to help contribute, while aligning his work in ways that can benefit from his background.

Mr. Perea holds a Bachelors of Business Administration from the University of North Florida and is a certified Six Sigma Greenbelt and trained Blackbelt. He chairs the Governance Committee of the University of North Florida Coggin College Alumni chapter and recently completed a three-year term as President of the Board of Directors for a mixed-use property association. He remains active in the community and is a member of several organizations including the Jacksonville Community Council, Inc. (JCCI) and the Jacksonville Regional Chamber of Commerce.